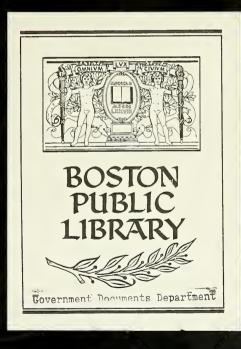


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CITY OF BOSTON



IN BOSTON , MASS. 02108

LAFAYETTE 3-1622

Government Documents Department

FINANCE

COMMISSION

THREE CENTER PLAZA, RM 820

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July 19, 1971

To the Honorable the Mayor:

The General Court in 1956, in a most comprehensive piece of legislation, established the Massachusetts Port Authority and empowered it specifically to operate and improve the Mystic River Bridge, the Sumner Tunnel, the Port of Boston Facilities and Logan Airport. The Governor of the Commonwealth, in the emergency preamble to this statute, emphasized the "serious and pressing need for further development and improvement of commerce by air, land and water in the City of Boston and the Metropolitan area surrounding said City for the public safety and convenience which requires the immediate and extensive studies and the extensions, improvements and englargements contemplated by said Act to expedite such development." A review of this legislation and its background clearly reveals a legislative intention that the Massachusetts Port Authority be authorized to furnish and carry out, in a clear and coordinated fashion, a broad range of public services relating to the Port of Boston which previously had been conducted by independent jurisdictions in a fashion inconsistent with the public interest.

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A few years later, 1964, in recognition of the fact that the City of Boston Fire Department was rendering considerable services to the Massachusetts Fort Authority (MPA), the Finance Commission suggested that MPA should recognize the availability and delivery of fire protection services by the City in the "form of financial reimbursement or in some other tangible form." The previous year, the General Court had specifically authorized the City of Boston to contract with MPA to provide fire fighting services for exempt properties owned by the Authority and it was on the basis of this legislation that the Finance Commission urged the City and MPA to implement the legislation with such a service charge contract.

Between 1964 and 1969 the City and MPA were unable to come to any agreement on this matter.

In April of 1969 the Finance Commission issued a comprehensive report on the Boston Fire Department prepared by Gage-Babcock Co. after lengthy study. Included in that report was a recommendation that the two City fire boats then in service (which are converted World War II Minesweepers) had reached an unreliable condition and that the City should purchase <u>one</u> new fire boat having a pumping capacity of 6,000 gallons per minute and put this vessel into service as soon as possible. The report went on to recommend that at such time as the new boat went into line it would be appropriate for the City to dispose of one of its minesweepers by sale and hold the other as a reserve boat. The City would then have one first class fire boat on service at all times and another boat in reserve at all times. The Boston Fire Department (the Department) from the outset expressed disagreement with this recommendation on

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the basis that the City must have two fire boats in service at all times in order to adequately protect Boston harbor. In the dialogue that ensued between the Finance Commission and representatives of the Department, the Commission's consultant maintained that it was not economically feasible nor necessary from a fire fighting standpoint, for the City to maintain two fire boats in service and that one fire boat in service and another in reserve would be adequate. In addition the consultants noted that the money saved by the Department by elimination of one entire marine company could be devoted more effectively to the improvement of automatic protection systems for waterfront properties.

In spite of continuing discussions between the Finance Commission, the Budget section of Administrative Services Department and the Fire Department, this issue was never resolved and in the meantime the Department proceeded to order a new 76 foot fire boat at a cost of approximately \$380,000. It is expected that this boat will be ready for delivery sometime near the end of 1971. It is currently the Fire Department's plan to continue to maintain two fully staffed marine fire companies, engine 31 and engine 47. One fire company will staff and maintain the new fire boat and the other fire company will maintain and staff at all times one of the obsolete minesweepers now in service.

During the protracted and seemingly endless discussions between the Finance Commission, the City Council and the Department as to what the City should be doing with its fire boat service, the City and MPA have carried on intermittent and inconclusive discussions concerning a possible contract for reimbursement for fire services by MPA to the City of Boston. Without going into detail,

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it is fair to say that the atmosphere in which these discussions have taken place has been jeopardized by acrimony arising from such controversial (but from a reimbursement standpoint irrelevant) issues as noise levels at and expansion proposals for Logan Airport. Under these circumstances, quite understandably, it has been impossible for MPA and the City to agree as contracting parties on any basis for reimbursement for fire services, however modest. It is our opinion that from the City's standpoint the City, not MPA, has been the loser. Whatever the merits of the arguments being made by municipal officials against the current operation and future planning of Logan Airport by MPA, the complete failure of the City to be able to come to any reimbursement arrangement with MPA, at a time of a great financial crisis for the City, is a serious mistake. As we see it, the simple matter of the fact is that the City of Boston cannot afford to overlook any existing possibility for increasing municipal revenue. So far as receiving payments for city services rendered to exempt institutions is concerned, it has long been the recommendation of the Finance Commission that the City enter into voluntary arrangements and even employ municipal pressures when appropriate to induce in lieu payment arrangements. We see no reason for distinguishing MPA from other exempt organizations in this regard.

The possibility for developing at least an initial reimbursement formula with MPA has never been more propitious then it is at this time. The reason is as follows: About the time that the City of Boston ordered its new fire boat, MPA, in the absence of any progress in reimbursement discussions with the City, proceeded to order a first class fire boat of its own, incidentally, from the same firm that is building the City boat and with specifications for fire

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fighting (we are informed) which equal or exceed the specifications called for in the City's fire boat contract. The MPA boat also will be ready for delivery the end of 1971. It seemed constructive to us, when we had learned of the MPA's plans, to explore methods whereby the new City boat and the new MPA boat could be employed together so as to satisfy the fire fighting requirements as set forth in the Finance Commission report. It occurred to us, and it has occurred to other municipal officials as well, that the presence of two brand new fire boats on the waterfront scene not only completely satisfies but actually exceeds the requirements set forth in the Gage-Babcock Report and, indeed, the subsequent position taken by the Department that there must be at all times two first class fire boats in service in Boston harbor. When it became apparent to us that the Boston Fire Department did not share our optimistic view of events, the Finance Commission held a public hearing, to which it invited representatives of the Department and MPA, to explore the possibility for coordinating and combining the use of these new vessels so as to satisfy the legitimate fire defense needs of the Boston waterfront. At the same meeting we explored with those officials various other relevant aspects of the fire service reimbursement question.

At the hearing which was held on March 24, 1971, we were distressed to learn from the Commissioner of the Boston Fire Department that in his opinion, notwithstanding the fact that the MPA boat would be brought into service the end of this year and made available to fight fires on and off MPA property, the City of Boston would still have to maintain a second fire boat in service at all times and that accordingly both engine company 31 and 47 would have to remain fully staffed for this purpose. We believe it is fair to

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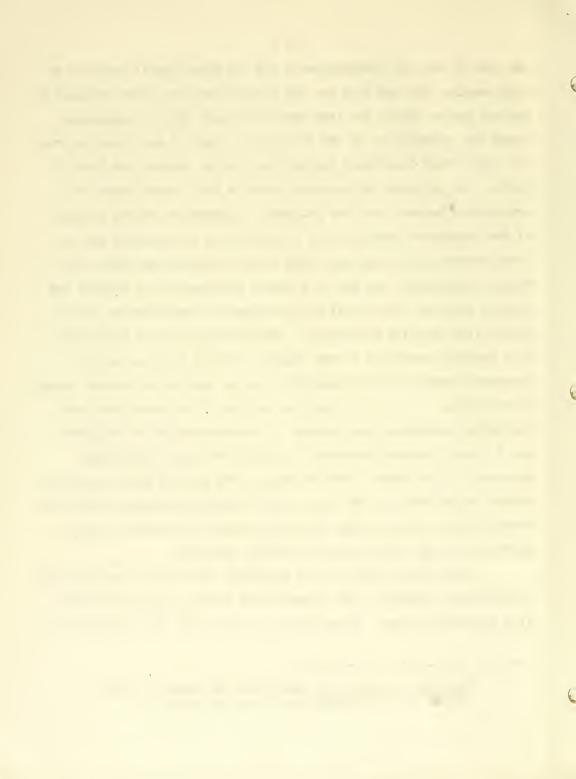


say that it was the Commissioner's and the Fire Chief's position at that hearing that not only are two first class fire boats required to protect Boston harbor but that both fire boats must be completely under the jurisdiction of the Boston Fire Chief at all times and that the City cannot reasonably satisfy its duty to protect the City of Boston, its citizens and property, under a fully coordinated use arrangement between the City and MPA. It seemed to be the position of the Department that in spite of mutual aid arrangements now in force between the cities and towns within Metropolitan Boston (to which incidentally, the MPA is a party) deficiencies in loyalty and control make any such mutual aid arrangement unsatisfactory from a harbor fire fighting standpoint.¹ Department officials maintained this position even when it was suggested that a joint operating agreement between the City and MPA could be drafted to include, among other things: 1. a joint training program; 2. a coordinated and harmonious communications network; 3. standardization of equipment; and 4. joint training exercises including the use of land based personnel on MPA boats. The chairman of MPA and his Fire Chief both agreed at the meeting that such a joint operating agreement would be satisfactory to MPA and that they would agree to implement such an agreement if the City's consent could be obtained.

The Finance Commission is generally reluctant to second-guess professional judgments made by department heads having specialized line responsibilities. Nevertheless, in this case the circumstances

Appendix 1 graphically describes the extent to which mutual aid is currently delivered to Boston.

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are a bit different in as much as our professional consultant has already recommended to us that Boston needs only one first-class fire boat in service at any one time and that only one marine company should be required to staff that boat and a reserve boat as well. We fail to see why the City would not be equally or better served by having a first-class fire boat of its own and a first-class MPA boat available to the City at all times on a fully staffed basis under a comprehensive coordinating joint operating agreement. Notwithstanding the concern expressed by Department officials about problems of discipline and control under existing mutual aid arragements, we cannot accept the argument that these deficiencies subtract significantly from the value and effectiveness of an MPA boat operated on the basis we have described above. It is indeed a sorry commentary on the ability of the members of the metropolitan community to combine and cooperate on matters of public safety if such substantial disadvantages exist -- one which we prefer not to accept.

Of course, not only would a coordinated solution to the protection of Boston harbor be a practical solution from a fire fighting standpoint, it would serve as a start to a reimbursement arrangement between the City and MPA. Specifically, if the City were to use MPA's boat as a reserve to its own fire boat it would be able to dismantle one of the two fire companies it now maintains at a saving of approximately \$330,000 per year.² These funds, as the

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²The Commissioner's suggestion made at the March 24 hearing that MPA turn over its new vessel to the City to staff and operate would not produce any saving in manpower costs.



Gage-Babcock study noted, could be applied effectively to other aspects of Boston's fire defense system. A saving of this magnitude must be considered as a significant element in any proposed reimbursement formula. In substance, it represents a potential transfer of expense from the City to MPA-- a burden hither to borne by the city which will henceforth be borne by MPA. The financial advantages to the City under such an arrangement cannot be dismissed lightly. Taken in the context of professional assurance of good faith and willingness to undertake a cooperative operating arrangement, it seems to us that the MPA offer should be accepted at once and entered into seriously at the earliest possible moment after the two Departments have each acquired their new fire boats. If at some future date it should appear that the arrangement is not working and the City of Boston, its citizens and property owners, are not adequately protected, the City could then place another vessel into service. To reject a cooperative arrangement on the basis of experience gained from land-based companies where regular combined training and standards of equipment and control are not existent, does not seem to us appropriate under the circumstances.

The more general question of reimbursement for fire services rendered to MPA by the City seems to us inextricably tied up with the resolution of the manner of use of the new fire boats. As we have pointed out the potential savings to the City through the coordinated use of the new MPA boat could be as high as \$330,000. This good faith offer by MPA cannot be lightly dismissed. If, however, the City administration, despite our recommendations, should conclude that the City must have, in addition to the new MPA boat, a second boat of its own, there still exists the question of the overall reimbursement

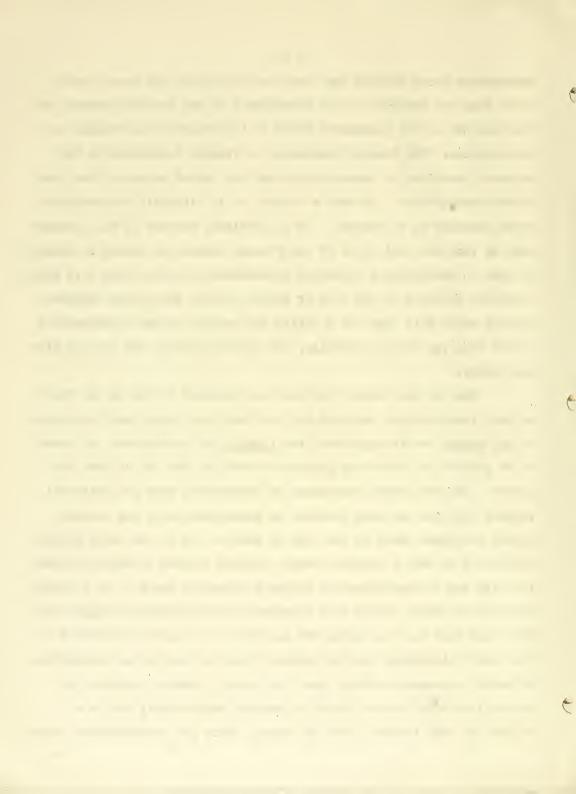
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arrangement which to date has never been resolved. We have already noted that one obstacle to the development of any contract between the City and MPA is the aggravated state of the relationship between the two entities. The Finance Commission is frankly distressed by the apparent breakdown in communication and the heated nature of the discourse between them. In such a climate it is difficult for sensible accommodations to be reached. It is precisely because of this impasse that we feel the full force of the Finance Commission should be brought to bear on developing a tentative reimbursement system which will bring immediate benefits to the City of Boston without preventing implementations which will make for a fuller and perhaps fairer reimbursement in the long run--when, hopefully, the tension between MPA and the City has abated.

When we talk about fire services rendered to MPA by the City we mean fire services rendered by land based and water based companies to <u>tax exempt</u> as distinguished from <u>taxable</u> MPA properties. It needs to be pointed out that many properties owned by MPA are in fact taxpayers. The MPA cannot reasonably be expected to make an additional payment for fire services rendered to properties which are already paying municipal taxes to the City of Boston. As to the other properties owned by MPA, a service charge, similar to that in effect between the City and the Massachusetts Turnpike Authority seems to us a reasonable initial step. While more comprehensive reimbursement suggestions have been made such as taxing MPA in whole or in part on the basis of its total valuations, such an approach does not seem to us susceptible of mutual agreement at this time. We cannot, however, dismiss the possibility that after a period of working relationship and in a climate of less tension, such an overall basis for reimbursement could

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be achieved. The advantage of a per-call fire response charge is its simplicity and its susceptibility to accurate calculation on an annual basis. Based upon the experience of the City in recent years, it is not unreasonable to suppose that if a \$500 charge were levied on MPA per City fire response (as is the case with the Massachusetts Turnpike Authority) an average annual return to the City of approximately \$100,000 could be obtained. Under existing cirmumstances it is hard to see how the City can afford not to take advantage of a formula which would produce this amount of additional revenue.

It has been suggested from time to time that MPA should in addition, reimburse the City in some way for the "standby factor," that is the extra men and equipment needed in engine houses in the vicinity of Logan Airport and other MPA properties to protect against fire contingencies on those properties. It is not clear to us, from the evidence presented at the recent hearing, that additional men or equipment are located in these stations over what would normally be required to protect the residents and property owners other than MPA. Even if it could be proved that extra staffing and material is required, it seems to us that this factor in the long run can be best accounted for in any reimbursement formula only after a period of successful experience under a more straightforward reimbursement contract as suggested above.

There are two other questions that need to be resolved. First, is the matter of false alarms. MPA has in the past rejected the notion that they should pay for fire responses to false alarms called on or near their property. We feel that MPA's concern has merit and therefore recommend, for the time being, that if the Chiefs of the two

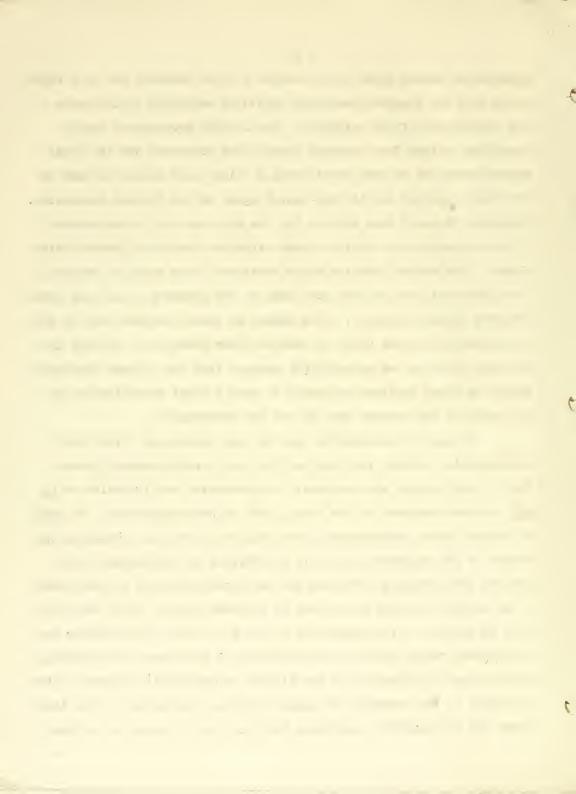
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Departments cannot agree as to whether a given response was to a false alarm that the Finance Commission should be empowered to arbitrate the dispute with final authority. The initial arrangement should therefore exclude from coverage false alarm responses and the final determination as to what constitutes a false alarm should be made by the chiefs jointly and if they cannot agree by the Finance Commission. Meanwhile it would seem prudent for the City and MPA to see whether it is not possible to devise a more effective system to prevent false alarms. The second question which sometimes could arise is whether a fire alarm call has in fact been made on MPA property or on some other property adjacent thereto. Once again, we cannot believe that it will be impossible for the Chief to resolve these questions. If they are not able to do so, we respectfully suggest that the Finance Commission should be given arbitration powers to make a final determination on the basis of the records kept by the two Departments.

It may be contended by some who may oppose any "first step" accommodation between the City and MPA that a reimbursement system that is not totally and completely comprehensive and inclusive as <u>to</u> <u>all</u> services rendered by the City to MPA is not appropriate. We wish to express strong disagreement with this point of view. Whatever the merits of the arguments currently put forward by individuals, civic groups, and municipal officials who are concerned about the existence of an airport facility convenient to downtown Boston, we do not feel that it is fair or reasonable for the City to forego intermediate reimbursement relief pending the resolution of such long term planning suggestions as relocation of the airport or substantial changes in the character of the operation at Logan Airport. This is not to say that there are not important questions involved, but it seems to us clear

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that City officials seriously interested in improving Boston's revenue picture should make every attempt now to obtain moneys that we believe are currently available as a payment in lieu of taxes for City services. It is our belief that the proposal put forward in this report represents a good practical first step in recognizing the real financial benefit to MPA from a major city department. It is by no means a final solution, but in the context of the overall problem it is a beginning and there is much to be said we believe for initiating some reimbursement now. It would be short-sighted indeed if for other reasons the city taxpayers should be required to carry a burden which in whole or in part could be swiftly shifted to MPA. We offer the services of the Finance Commission in the preparation of an initial draft contract and will at the request of the City and MPA proceed to prepare such a draft when requested. We hope to receive such a request soon.

Respectfully submitted,

Lawrence T. Perera, Chairman,

Joseph P. McNamara,

Russell S. Codman, Jr.,

Frederick R. H. Witherby, THE FINANCE COMMISSION

Thomas J. Murphy Executive Secretary



Appendix 1

NUMBER OF TIMES FIRE APPARATUS WAS SENT INTO BOSTON FROM OUTSIDE CITIES AND TOWNS UNDER MUTUAL AID IN THE YEAR 1969

<u>City or' Town</u>	:	Responses to Boston
Brookline		249
Cambridge		18
Chelsea		19
Dedham		19
Everett		2
Milton		5
Newton		13
Quincy		18
Revere		0
Somerville		42
Watertown		0
Winthrop		16
Swampscott		
	Total	402

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